

# TUSCALOOSA CITY COUNCIL MEETING AGENDA

Tuesday, September 27, 2022

## 1. CALL TO ORDER: 6:00 p.m.

Council Prayer: Dear God, bless our proceedings today. Give us wisdom to know what is just and the strength to do what is right. Amen.

Pledge of Allegiance: I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

## 2. APPROVAL OF MINUTES

Council President Pro Tem: As the Council has received a synopsis of the previous meeting, I move that we dispense with the reading of the minutes of the same unless there are any deletions, additions, or corrections.

## 3. PROCLAMATIONS AND STATEMENTS BY MAYOR AND COUNCIL

Proclamations

- *Mayor Maddox will present a proclamation proclaiming September 25- October 1, 2022 "Source Water Protection Week".*

Mayor Announcements

Department Announcements

## 4. AGENDA ITEM COMMENTS BY CITIZENS

*Citizens are encouraged to sign in with the City Clerk in order to assure that their comments related to a specific agenda item are received prior to consideration by the City Council. Speakers are limited to five (5) minutes each.*

## 5. UNFINISHED BUSINESS

Ordering the demolition of the structure at 809 34<sup>th</sup> Avenue (**tabled on 6-28-2022, 3-28-2022, 1-25-2022, 12-21-2021, 11-2-2021, and 9-28-2021**). PP5-6

Council Committee Reports

Clerk's Report of Mayor's Veto

- ## 6. CONSENT AGENDA:
- (items "a through j") All matters listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion and vote. There will be no separate debate, amendment, or substitution of these items. If the same is desired by the Mayor and/or any member of the Council, upon request made on the record, that item will be removed from the Consent Agenda and considered separately under the regular Order of Business.

- a. Authorizing utility account credits: \$8,317.20 **PP7-8**
- b. Awarding competitive bid(s) for the purchase, etc. of dumpster services (Bid No. 9061-090222-1). **P9**
- c. Awarding competitive bid (s) for the purchase, etc. of various infrastructure supplies (Bid No.9070-090822-1) **PP10-11**
- d. Authorizing payment to Alabama Municipal Insurance Corporation in settlement of claims; total: \$12,500.00 **P12**
- e. Authorizing payment to Angela Fader in settlement of a claim (22-0324); total: \$231.50 **P13**
- f. Authorizing payment to Michael Presswood in settlement of a claim (22-0306); total: \$407.00 **P14**
- g. Authorizing payment to Martina Holt in settlement of a claim (22-0325);total: \$175.00 **P15**
- h. Authorizing change order no. 1 for Sokol Park North Improvements Project- Phase 1 (A22-0488/2021.033.001); Price Construction Company, Inc. ; total: \$13,591.91 and an extension of 14 calendar days. **PP16-17**
- i. Setting October 11 as the date for a hearing to set the cost of demolishing the building at 3427 19<sup>th</sup> Street. **P18**
- j. Declaring property surplus and authorizing its disposal. **P19**

## **7. PUBLIC HEARINGS**

Adopting Zoning Amendment No. 1484 to rezone approximately 102.2 acres located at and around the intersection of Industrial Park Drive and Joe Mallisham Parkway from R-1 to I; City of Tuscaloosa (A22-0826/Z-15-22) **(introduced 08-23-22). PP20-23**

Ordering demolition of the structure at 834 34<sup>th</sup> Avenue. **P24**

## **8. RESOLUTIONS AND ORDINANCES NOT OF A GENERAL NATURE OR PERMANENT OPERATION**

Authorizing the purchase of equipment, supplies or services from Stivers Ford; total: \$163,508.00 **P25**

Authorizing an ACIP pre-application submission to the Federal Aviation Administration for the 2023 Airport Improvement Program (A22-1070). **P26**

Tentatively selecting Atkins North America, Inc. for professional airport services (A22-0677). **P27**

Approving the downtown/riverfront overlay district permit for Element Hotel at 300 21<sup>st</sup> Avenue (A22-0903/DROD-05-22). **P28**

Authorizing an amendment to the agreement with the Alabama Department of Economic and Community Affairs for the program year 2020 Emergency Solutions Grant Coronavirus (ESG-CV) Program (A22-1138). **P29**

Authorizing the Mayor to execute a grant agreement with the U.S. Department of Housing and Urban Development for 2021 Grant Assistance for the Homeless Management Information System (A22-1139). **P30**

Authorizing a disbursement from District 6 improvement funds for Caring Days (A22-1069); total: \$2,500.00 **P31**

Authorizing renewal of the City's Engineers Professional Liability 2022-2023 Insurance Coverage with QBE Specialty Insurance Company (A22-1137); premium amount: \$18,684.00 **P32**

Authorizing the Mayor to execute Task Order Directive No. Six (6) with Garver for the Hilliard N. Fletcher Water Resource Recovery Facility Headworks Improvements Project (A19-1146); total: not to exceed \$695,690.00 **P33**

Authorizing the Mayor to execute a reimbursable agreement for the relocation of utility facilities on public right of way; ALDOT Project No. RP-BR-0007(546) (A22-1046/2021.072.001); total: not to exceed \$142,401.30 (including relocation and engineering costs) **P34**

Authorizing a minor public works contract with Paints on Us Plus (A22-1042); total: \$3,000.00 **P35**

Authorizing a minor public works contract with Air-Tek of Tuscaloosa LLC (A22-1047); total: \$15,500.00 **P36**

Authorizing a minor public works contract with John Wayne Plumbing and Drain Service (A22-1040); total: \$14,267.25 **P37**

Authorizing a minor public works contract with MAK Environmental LLC (A22-1015); total: not to exceed \$1,400.00 **P38**

Authorizing a minor public works contract with J & L Tree Service (A22-1012); total: \$150.00 **P39**

Authorizing Amendment 11 to the Fiscal Year 2022 Water and Sewer Reserve for Future Improvements Fund Budget (A07-0202/A98/0431). **P40**

**If necessary, Council rules of procedure will be suspended at this time.**

## **9. ORDINANCES AND RESOLUTIONS OF A GENERAL NATURE OR PERMANENT OPERATION**

### **FOR INTRODUCTION**

Amending Section 10-13(a)(6) of the Code of Tuscaloosa (A22-0969). **(may be adopted by unanimous consent following introduction). P41**

Amending Section 22-36 of the Code of Tuscaloosa (A22-1052). **(may be adopted by unanimous consent following introduction). P42**

Authorizing the issuance, and making provision for the payment, of \$70,000,000.00 (maximum principal amount) General Obligation Warrants Series 2022C (A22-0974).**(may be finally adopted following introduction and unanimous consent) PP43-83**

**FOR ADOPTION**

**10. AUDITING ACCOUNTS**

Authorizing the payment of bills; total: \$8,195.09 **P84**

**11. CITIZEN'S COMMENTS AND OTHER COMMUNICATIONS**

**12. EXECUTIVE SESSION**

**13. POLICY IMPLEMENTATION**

**Mayor:** Subject to the exercise of mayoral veto on ordinances of a general nature or permanent operation, all applicable departments are hereby ordered to otherwise implement council policy this date enacted.

**14. ADJOURN**

09/23/2022

Brandy P. Johnson  
City Clerk



Following each item of business is the page number of the item as it appears in the full agenda presented to council members. Should you have questions about a particular item, you may contact the Office of the City Clerk at (205) 248-5010 or by email to [cityclerk@tuscaloosa.com](mailto:cityclerk@tuscaloosa.com). Please refer to the page number of the item in question so it can be more quickly accessed.

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF THE  
STRUCTURE AT 809 34<sup>TH</sup> AVENUE

WHEREAS, pursuant to Ala. Code Section 11-53B-1 et seq. (1975), the appropriate municipal official of the City of Tuscaloosa has found that the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa at 809 34<sup>th</sup> Avenue is unsafe to the extent that it is a public nuisance; and,

WHEREAS, all appropriate notifications and time periods, as stated in said statute, have been complied with by the appropriate municipal official in the person of the Chief Building Official with the Urban Development-Building Inspections Department for the City of Tuscaloosa; and,

WHEREAS, on the 28<sup>th</sup> day of September 2021, the City Council of Tuscaloosa held a public hearing, at which time the Chief Building Official of the Urban Development-Building Inspections Department for the City of Tuscaloosa appeared and set forth reasons for his findings.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

1. That the City Council of Tuscaloosa finds the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa 809 34<sup>th</sup> Avenue unsafe to the extent that it is a public nuisance; and,
2. That the aforementioned building, structure, part of the building or structure, party wall, or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Ala. Code Section 11-53B-1 et seq. (1975), such action being an exercise of the City's police and/or regulatory powers.

Tabled for 90 days on  
9/28/2021 (9/27/22)  
(B/C - Y)

  
City Clerk

Prepared: Acting City Clerk  
Requested: Urban Development-Building Inspections  
Agenda: 09-28-2021

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF THE  
STRUCTURE AT 809 34<sup>TH</sup> AVENUE

WHEREAS, pursuant to Ala. Code Section 11-53B-1 et seq. (1975), the appropriate municipal official of the City of Tuscaloosa has found that the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa at 809 34<sup>th</sup> Avenue is unsafe to the extent that it is a public nuisance; and,

WHEREAS, all appropriate notifications and time periods, as stated in said statute, have been complied with by the appropriate municipal official in the person of the Chief Building Official with the Urban Development-Building Inspections Department for the City of Tuscaloosa; and,

WHEREAS, on the 28<sup>th</sup> day of September 2021, the City Council of Tuscaloosa held a public hearing, at which time the Chief Building Official of the Urban Development-Building Inspections Department for the City of Tuscaloosa appeared and set forth reasons for his findings.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

1. That the City Council of Tuscaloosa finds the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa 809 34<sup>th</sup> Avenue unsafe to the extent that it is a public nuisance; and,
2. That the aforementioned building, structure, part of the building or structure, party wall, or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Ala. Code Section 11-53B-1 et seq. (1975), such action being an exercise of the City's police and/or regulatory powers.

*Tabled for 90 days on 3-28-22 (Ty/W-y) W.M. Acting City Clerk*

*Tabled for 30 days on 2-21-21 (1-25-2022) (W/B - Y) [Signature] City Clerk*

*Tabled for 45 days on 11/2/21 (12/21/21) (Ty/W-y) [Signature] City Clerk*

*Tabled for 30 days on 9/28/21 (Nov. 2) (W/Ty - y) [Signature] Acting City Clerk*

*Tabled for 60 days 11/25/21 (3/29/22) (Ty/W-y) W.M. Acting City Clerk*

Prepared: Acting City Clerk  
Requested: Urban Development-Building Inspections  
Agenda: 09-28-2021

RESOLUTION

RESOLUTION AUTHORIZING UTILITY ACCOUNT CREDITS

WHEREAS, the individuals and/or businesses listed elsewhere in this resolution requested utility account credits; and,

WHEREAS, the amount of the credits has been determined pursuant to Section 16-123 of the *Code of Tuscaloosa, Alabama*; and,

WHEREAS, the Water and Sewer Superintendent has approved the requested credits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

That the Water and Sewer Superintendent be, and he is hereby, authorized to make the maximum adjustment of 75% of the excess consumption to credit the following utility accounts in the amounts shown as defined and restricted in Ordinance 2754, and in Section 16-123 of the *Code of Tuscaloosa, Alabama*.

NAME	ADDRESS	CITY STATE ZIP	ACCOUNT#	AMT
Gene Stevison	5707 Woodland Trace	Tuscaloosa, AL 35405	043676-49658	\$564.79
Natasha Mumin	3018 1st Ct	Tuscaloosa, AL 35405	040163-290745	\$383.09
LaQuanda Wells	1930 48th St E, Apt C	Tuscaloosa, AL 35405	038223-166442	\$101.08
Miracle Robertson	716 33rd St E, Apt C	Tuscaloosa, AL 35405	039855-286926	\$767.86
Robert Wilson	820 18th St	Tuscaloosa, AL 35401	031616-28062	\$244.40
Tammy Asmus	1613 Paul W Bryant Dr, Apt B	Tuscaloosa, AL 35401	030277-295476	\$259.60
Zykeria Bryant	3719 Hargrove Rd E, Apt 421	Tuscaloosa, AL 35405	041433-301363	\$443.87
Felicia Harris	3719 Hargrove Rd E, Apt 212	Tuscaloosa, AL 35405	041423-151373	\$230.56
Jeffrey D McCoy/Clara Winn	2201 48th St E, Apt 713	Tuscaloosa, AL 35401	037916-221065	\$691.50
Ghazi Aljohani	1510 Paul W Bryant Dr, Apt 27	Tuscaloosa, AL 35401	030198-290744	\$125.79
Jackson Mauldin/Crimson Cuts	2115 University Blvd	Tuscaloosa, AL 35401	027936-297857	\$607.03
Timothy H Foster/Amanda Foster	1401 51st Ave E	Tuscaloosa, AL 35404	010163-52894	\$890.57
Darlana Johnson	2210 1st St E	Tuscaloosa, AL 35404	063075-220942	\$339.17
Kara Cosby	8820 Chantilly Way	Montgomery, AL 36116	053484-	\$309.64

TOTAL: \$8,317.20  
Prepared: Assistant City Clerk  
Requested: UD-Water Business Office  
Agenda: 09-27-2022

			297770	
Tammy Wallace	3501 Loop Rd, Apt B21	Tuscaloosa, AL 35404	051623-11573	\$326.56
Todd Livingston	27 Beech Hills	Tuscaloosa, AL 35404	051574-42421	\$208.45
Toykilah Bor	1111 1/2 39th Ave NE	Tuscaloosa, AL 35404	011350- 188876	\$430.77
Shawn D Thomas Jr	2620 37th Pl E	Tuscaloosa, AL 35405	052398- 241267	\$1,392.47

**TOTAL:** \$8,317.20  
 Prepared: Assistant City Clerk  
 Requested: UD-Water Business Office  
 Agenda: 09-27-2022



RESOLUTION

AWARDING COMPETITIVE BID(S) FOR THE PURCHASE, ETC. OF

Dumpster Services  
BID NO. 9061-090222-1

WHEREAS, heretofore, bids were opened and read for the purchase or lease of the above stated labor, service, work and/or materials, equipment, supplies or other personal property as more particularly stated in the invitation to bid, instruction to bidders and/or specifications of the City of Tuscaloosa, a Municipal Corporation; and,

WHEREAS, the said bids have been analyzed and reviewed by the appropriate department(s) to which the matter was referred by the City Council and recommendations as to award have been made thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that award based upon competitive bid for the following bid items is hereby made to:

<u>Bid Line</u>	<u>Amount</u>	<u>Awarded Bidder</u>
A. FEL (annual)	33,120.00	GFL ENVIRONMENTAL
B. Move In / Move Out Roll Offs	10,131.00	WASTE AWAY GROUP INC
C. Occasional Roll Offs	1,770.00	RUMSEY ENVIRONMENTAL
D. Amphitheater	9,482.00	WASTE AWAY GROUP INC
<b>Total Annual Contract Amount</b>	<b>54,503.00</b>	

as the lowest responsible bidder(s) taking into consideration where appropriate the qualities of the commodities, labor, service, etc. as above stated to be supplied or sold, conformity with specifications, the purpose for which required, the terms of delivery, transportation charges and dates of delivery where applicable; and the Mayor is authorized to execute appropriate contracts or related documents and the City Clerk is authorized to attest the same.

RESOLUTION

AWARDING COMPETITIVE BID(S) FOR THE PURCHASE, ETC. OF  
VARIOUS INFRASTRUCTURE SUPPLIES  
BID NO. 9070-090822-1

WHEREAS, heretofore, bids were opened and read for the purchase or lease of the above stated labor, service, work and/or materials, equipment, supplies or other personal property as more particularly stated in the invitation to bid, instruction to bidders and/or specifications of the City of Tuscaloosa, a Municipal Corporation; and,

WHEREAS, the said bids have been analyzed and reviewed by the appropriate department(s) to which the matter was referred by the City Council and recommendations as to award have been made thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that award based upon competitive bid for the following bid items is hereby made to:

<b>Schedule</b>	<b>Primary Bid Award</b>
Schedule 1 Copper Pipe	Ferguson Waterworks
Schedule 2 Ductile Iron Pipe	Southern Pipe & Supply
Schedule 3 HDPE Pipe	Consolidated Pipe & Supply
Schedule 4 PVC Pipe	Southern Pipe & Supply
Schedule 5 Fire Hydrants and Accessories	Southern Pipe & Supply
Schedule 6 Manhole Rings, Covers, Risers and Accessories	Ferguson Waterworks
Schedule 7 Meter Accessories	Southern Pipe & Supply
Schedule 8 Water Meters	Ferguson Waterworks
Schedule 9 NDS Meter Boxes	Consolidated Pipe & Supply
Schedule 10 Backflows	Southern Pipe & Supply
Schedule 11 Water Meters	Core & Main LP
Schedule 12 2" and Smaller Pipe Accessories	Southern Pipe & Supply
Schedule 13 Mechanical Joint Pipe Accessories	Southern Pipe & Supply
Schedule 14 Flanged Pipe Accessories	Southern Pipe & Supply
Schedule 15 Pipe Accessories	Ferguson Waterworks
Schedule 16 Hymax Dresser Couplings	Southern Pipe & Supply
Schedule 17 Repair Clamps	Southern Pipe & Supply
Schedule 18 Sewer Pipe Accessories and Related Items	Southern Pipe & Supply
Schedule 19 Tap Sleeves and Saddles	Southern Pipe & Supply
Schedule 20 Valves and Accessories	Southern Pipe & Supply
Schedule 21 Pressure Reducing Valves	Southern Pipe & Supply
Schedule 22 New Meter Reading Products	No Award – Reissue Schedule for ReBid
Schedule 23 Locating Products	Southern Pipe & Supply
Schedule 24 1 ½" and 2" No Rise Meter Setter Bypass	Consolidated Pipe & Supply

Prepared: Purchasing  
Requested: Purchasing  
Agenda: 09/27/2022

Schedule	Primary Bid Award
Schedule 25 ¾" and 1" Kamstrup Water Meters	Ferguson Waterworks
Schedule 26 ¾" and 1" Diehl Water Meters	United Systems & Software Inc

as the lowest responsible bidders taking into consideration where appropriate the qualities of the commodities, labor, service, etc. as above stated to be supplied or sold, conformity with specifications, the purpose for which required, the terms of delivery, transportation charges and dates of delivery where applicable; and the Mayor is authorized to execute appropriate contracts or related documents and the City Clerk is authorized to attest the same.

Prepared: Purchasing  
 Requested: Purchasing  
 Agenda: 09/27/2022

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CE/rd  
Requested: OCA  
Presentation on: 08-23-2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO  
ALABAMA MUNICIPAL INSURANCE CORPORATION  
(22-0143, 22-0073, 21-0153, 22-0128 & 22-0096)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

That the Chief Financial Officer be, and she is hereby, authorized to draw a draft on the General Fund in the amount of \$12,500.00 and the Mayor and City Clerk are hereby authorized to execute the same, payable to Alabama Municipal Insurance Corporation for deductibles on the following claims:

Farah Abdalla:	\$ 2,500.00
Bobby Johnson	\$ 2,500.00
Alexandra Chancellor	\$ 2,500.00
Sam Parks	\$ 2,500.00
David Struthwolf	\$ 2,500.00

Special Handling Check Request – Please return check to the Office of the City Attorney for additional processing.

FUNDING REQUIRED:  Yes  No

10104081-3060  
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By:   
Chief Financial Officer

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CE/rd  
Requested: OCA  
Council Presentation: 09/27/2022  
Suspension of Rules: No

**RESOLUTION**

**RESOLUTION AUTHORIZING PAYMENT TO  
ANGELA FADER IN SETTLEMENT OF CLAIM  
(22-0324)**

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

That the Chief Financial Officer be, and she is hereby, authorized to draw a draft on the General Fund, and the Mayor and City Clerk are hereby authorized to execute the same, in the amount of \$231.50, payable to Angela Fader, when on or about August 31, 2022, due to a rock hitting claimant's side rear window while City workers were cutting grass.

Special Handling Check Request – Please return check to the Office of the City Attorney for additional processing.

FUNDING REQUIRED:  Yes  No

10104081-3060  
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By:   
Chief Financial Officer

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CE/rd  
Requested: OCA  
Council Presentation: 09/27/2022  
Suspension of Rules: No

**RESOLUTION**

**RESOLUTION AUTHORIZING PAYMENT TO  
MICHAEL PRESSWOOD IN SETTLEMENT OF CLAIM  
(22-0306)**

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

That the Chief Financial Officer be, and she is hereby, authorized to draw a draft on the Water and Sewer Fund, and the Mayor and City Clerk are hereby authorized to execute the same, in the amount of \$407.00, payable to Michael Presswood, when on or about August 9, 2022, due to property damage.

Special Handling Check Request – Please return check to the Office of the City Attorney for additional processing.

FUNDING REQUIRED:  Yes  No

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By:   
Chief Financial Officer

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: CE/rd

Requested by: OCA

Council Presentation: 09-27-2022

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT TO  
MARTINA HOLT IN SETTLEMENT OF CLAIM  
(22-0325)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

That the Chief Financial Officer be, and she is hereby, authorized to draw a draft on the General Fund, and the Mayor and City Clerk are hereby authorized to execute the same, in the amount of \$175.00, payable to Martina Holt, when on or about August 24, 2022, a knuckle-boom truck damaging Claimant's mailbox.

Special Handling Check Request – Please return check to the Office of the City Attorney for additional processing.

FUNDING REQUIRED:  Yes  No

10104081-3060  
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By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM/hh  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

**RESOLUTION**

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR  
SOKOL PARK NORTH IMPROVEMENTS - PHASE 1  
(A22-0488/ 2021.033.001)**

WHEREAS, heretofore, as a result of competitive bidding or as otherwise authorized by the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq. (1975) and/or Ala. Code §39-2-1, et seq. (1975), the City of Tuscaloosa awarded a contract for the above referenced project to Price Construction Company, Inc.; and,

WHEREAS, it has been determined that a change order to the above referenced contract is necessary for the following reasons:

The change order is necessary to install stone surface at Sokol Park for cross country trails and also to repair the previously damaged parking lot power supply at the model airplane field

as set forth in the C.O. and accompanying documents; and,

WHEREAS, the Architect, the Engineer for the project, or the City's representative, as the case may be, have/has certified to the Council as per the attached change order request, that said change order is:

- a. Minor change of a total monetary value less than required for competitive bidding.
- b. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- c. Emergency arising during the course of work.
- d. Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- e. Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid, and which are in the public interest and do not exceed ten (10) percent of the Contract Price.



NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

1. That the Mayor be, and he is hereby, authorized to execute that certain change order now before the Council for the above stated project in the additional amount of \$13,591.91, an extension of time for fourteen (14) calendar days, and for the reasons so stated, by and as an act for and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

2. That the Architect or Engineer or Owner's representative, as the case may be, shall implement this change order and properly document the same pursuant to all applicable contract documents.

FUNDING REQUIRED:  Yes  No  
Elevate 10802040-21033

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By: Carly Handley  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

RESOLUTION

RESOLUTION SETTING A DATE FOR A HEARING TO SET THE  
COST OF DEMOLISHING THE BUILDING AT 3427 19<sup>TH</sup> STREET

WHEREAS, the building located in the City of Tuscaloosa at 3427 19<sup>th</sup> Street, owned by Frank Mullen Memorial Church of God and as recorded in Deed Book 2021, Page No. 19785, was declared unsafe to the extent of being a public nuisance by the City Council on the 22<sup>nd</sup> day of February 2022, and was ordered to be demolished by city forces pursuant to Ala. Code Section 11-53B-1 et seq. (1975); and,

WHEREAS, Section 11-53B-1 et seq. requires the appropriate city official to report to the City Council of Tuscaloosa the cost of demolition and to hold a hearing on the setting of said cost, which shall include the cost of demolition and court costs; and,

WHEREAS, the City Clerk hereby reports to the City Council that the cost to demolish said building was \$4,719.47; and,

WHEREAS, the City Clerk shall give notice by first-class mail to all entities having an interest in the property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

1. That a hearing will be held on the 11<sup>th</sup> day of October 2022, at 6:00 p.m. to set the cost of demolishing the building located at 3427 19<sup>th</sup> Street in the amount of \$4,719.47 plus court costs.
2. That the City Clerk shall give notice by first-class mail to all entities having an interest in said property.

RESOLUTION

RESOLUTION DECLARING PROPERTY  
SURPLUS AND AUTHORIZING ITS DISPOSAL

WHEREAS, the Purchasing Agent has reported to the City Council that certain equipment from various departments is surplus and no longer needed for municipal purposes, and he has requested permission to dispose of the same in the manner stated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

That the following item(s) from the listed department(s) be declared surplus and no longer needed for municipal purposes and the Purchasing Agent is authorized to dispose of the same in the manner stated.

AUCTION

POLICE	
ITEM(S)	CITY ID NO.
2008 International 7400 4X2	2162

Requested: Accounting & Finance  
Prepared: Accounting & Finance  
Agenda: 09/27/2022

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: JPW III/rd  
Requested: Planning Com/UD Date: 07/18/2022  
Council Presentation on: 08/23/2022  
Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF TUSCALOOSA  
AMENDMENT NO. 1484**

(Approx. 102.2 acres located at and around the intersection of  
Industrial Park Drive and Joe Mallisham Pkwy—City of Tuscaloosa)  
(A22-0826/Z-15-22)  
(R-1 to I)

**BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, as follows:**

That the Zoning Map of Tuscaloosa, adopted as a part of the Zoning Ordinance of Tuscaloosa be, and the same is hereby, amended and the following zoning classification is changed and established as follows:

**PARCEL 1**

A parcel of land located in part of the Southwest Quarter of Section 19, and part of the North Half of the Northwest Quarter of Section 30, all in Township 21 South, Range 10 West in Tuscaloosa County, Alabama, and being more particularly described as follows:

As the POINT OF BEGINNING, start at a concrete monument found marking the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 19; thence run North 0 degrees 06 minutes 00 seconds West along the East boundary of said Quarter-Quarter for a distance of 487.51 feet to a concrete monument found; thence run North 48 degrees 50 minutes 07 seconds West for a distance of 25.84 feet to a concrete monument found; thence run South 41 degrees 03 minutes 01 second West for a distance of 2,598.86 feet to a capped rebar placed (McGiffert CA00032LS); thence run South 48 degrees 55 minutes 05 seconds East for a distance of 675.64 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 32 degrees 33 minutes 04 seconds East for a distance of 1,522.91 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 40 degrees 01 minute 24 seconds East for a distance of 794.91 feet to a capped rebar placed (McGiffert CA00032LS); thence run South 86 degrees 28 minutes 06 seconds East for a distance of 113.08 feet to the POINT OF BEGINNING of the parcel herein described. Said parcel containing 28.51 acres, more or less.

**PARCEL 2**

A parcel of land located in the West Half of Section 19, Township 21 South, Range 10 West in Tuscaloosa County, Alabama, and being more particularly described as follows:

As a STARTING POINT, begin at a concrete monument found marking the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 19; thence run North 0 degrees 06 minutes 00 seconds West along the East boundary of said Quarter-Quarter for a distance of 487.51 feet to a concrete monument found; thence run North 48 degrees 50 minutes 07 seconds West for a distance of 25.84 feet to a concrete monument found; thence run North 48 degrees 54 minutes 28 seconds West for a distance of 399.60 feet to a capped rebar placed (McGiffert CA00032LS) at the POINT OF BEGINNING of the parcel herein described; thence run North 48 degrees 56 minutes 29 seconds West for a distance of 420.00 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 49 degrees 35 minutes 23 seconds East for a distance of 505.59 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 48 degrees 55 minutes 59 seconds West for a distance of 455.03 feet to a concrete monument found; thence run North 41 degrees 05 minutes 30 seconds East for a distance of 901.34 feet to a concrete monument found; thence run North 0 degrees 06 minutes 12 seconds West for a distance of 398.71 feet to a capped rebar placed (McGiffert CA00032LS) on the South Right-of-Way of Commerce Road; thence run South 69 degrees 11 minutes 26 seconds West along said Right-of-Way for a distance of 194.95 feet to a capped rebar placed (McGiffert CA00032LS) on the curving East Right-of-Way of Industrial Park Drive, said curve having a delta angle of 8 degrees 55 minutes and a radius of 1,488.69 feet; thence run South 32 degrees 20 minutes 20 seconds West along the chord of said curving Right-of-Way for a chord distance of 231.30 feet (arc distance of 231.53 feet) to a concrete monument found at the point of tangency of said curve; thence run South 36 degrees 46 minutes 15 seconds West along said Right-of-Way for a distance of 694.73 feet to a concrete monument found; thence run South 53 degrees 57 minutes 12 seconds East along said Right-of-Way for a distance of 40.12 feet to a concrete monument found; thence run South 36 degrees 53 minutes 58 seconds West along said Right-of-Way for a distance of 100.66 feet to a concrete monument found; thence run North 53 degrees 09 minutes 51 seconds West along said Right-of-Way for a distance of 39.91 feet to a concrete monument found; thence run South 36 degrees 47 minutes 49 seconds West along said Right-of-Way for a distance of 308.36 feet to a concrete monument found at the point of curvature of a curve having a delta angle of 5 degrees 21 minutes and a radius of 2,864.77 feet; thence run South 33 degrees 59 minutes 43 seconds West along the chord of said curving Right-of-Way for a chord distance of 267.49 feet (arc distance of 267.58 feet) to a concrete monument found at the point of tangency of said curve; thence run

South 31 degrees 17 minutes 18 seconds West along said Right-of-Way for a distance of 1,517.04 feet to a concrete monument found; thence run South 58 degrees 25 minutes 02 seconds East along said Right-of-Way for a distance of 40.16 feet to a concrete monument found; thence run South 31 degrees 20 minutes 39 seconds West along said Right-of-Way for a distance of 100.07 feet to a concrete monument found; thence run North 58 degrees 36 minutes 55 seconds West along said Right-of-Way for a distance of 40.02 feet to a concrete monument found; thence run South 31 degrees 18 minutes 14 seconds West along said Right-of-Way for a distance of 535.14 feet to a concrete monument found at the point of curvature of a curve having a delta angle of 18 degrees 18 minutes and a radius of 1,372.39 feet; thence run South 22 degrees 08 minutes 20 seconds West along the chord of said curving Right-of-Way for a chord distance of 436.57 feet (arc distance of 438.43 feet) to a capped rebar placed (McGiffert CA-00032-LS); thence run South 48 degrees 55 minutes 05 seconds East, leaving said Right-of-Way, for a distance of 496.86 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 41 degrees 03 minutes 31 seconds East for a distance of 2,598.93 feet to the POINT OF BEGINNING of the parcel herein described. Said parcel containing 61.62 acres, more or less.

**PARCEL 3**

A parcel of land located in part of the Southwest Quarter of Section 19, and part of the North Half of the Northwest Quarter of Section 30, all in Township 21 South, Range 10 West in Tuscaloosa County, Alabama, and being more particularly described as follows:

As a STARTING POINT, begin at a concrete monument found marking the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 19; thence run North 0 degrees 06 minutes 00 seconds West along the East boundary of said Quarter-Quarter for a distance of 487.51 feet to a concrete monument found; thence run North 48 degrees 50 minutes 07 seconds West for a distance of 25.84 feet to a concrete monument found; thence run South 41 degrees 03 minutes 01 second West for a distance of 2,598.86 feet to a capped rebar placed (McGiffert CA00032LS) at the POINT OF BEGINNING of the parcel herein described; thence run South 41 degrees 03 minutes 01 second West for a distance of 100.43 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 48 degrees 56 minutes 29 seconds West for a distance of 400.00 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 41 degrees 03 minutes 31 seconds East for a distance of 100.60 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 48 degrees 55 minutes 05 seconds West for a distance of 496.86 feet to a capped rebar placed (McGiffert CA00032LS) on the curving East Right-of-Way of Joe Mallisham Parkway, said curve having a delta angle of 41 degrees 12 minutes and a radius of 1,372.39 feet; thence run South 7 degrees 36 minutes 57 seconds East along the chord of said curving Right-of-Way for a chord distance of 965.85 feet (arc distance of

986.98 feet) to a concrete monument found at the point of tangency of said curve; thence run South 85 degrees 53 minutes 17 seconds East, leaving said Right-of-Way, for a distance of 1,060.01 feet to a capped rebar placed (McGiffert CA00032LS); thence run North 48 degrees 55 minutes 05 seconds West for a distance of 675.64 feet to the POINT OF BEGINNING of the parcel herein described. Said parcel containing 11.89 acres, more or less.

The above referenced property was recently annexed into the City under the original zoning of Single-Family Residential District (R-1) to be zoned Institutional District (I).

DESCRIPTION APPROVED BY:

*Zack Ponds*

OFFICE OF URBAN DEVELOPMENT

FUNDING REQUIRED:  Yes  No

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By: \_\_\_\_\_  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance introduced: 8/23/22  
Introduced (W/TY - Y)  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading (L - Absent)  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended [Signature]  
Comments: \_\_\_\_\_  
City Clerk

RESOLUTION

RESOLUTION ORDERING DEMOLITION OF  
THE STRUCTURE AT 834 34<sup>TH</sup> AVENUE

WHEREAS, pursuant to Ala. Code Section 11-53B-1 et seq. (1975), the appropriate municipal official of the City of Tuscaloosa has found that the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa at 834 34<sup>th</sup> Avenue is unsafe to the extent that it is a public nuisance; and,

WHEREAS, all appropriate notifications and time periods, as stated in said statute, have been complied with by the appropriate municipal official in the person of the Chief Building Official with the Urban Development-Building Inspections Department for the City of Tuscaloosa; and,

WHEREAS, on the 27<sup>th</sup> day of September, 2022, the City Council of Tuscaloosa held a public hearing, at which time the Chief Building Official of the Urban Development-Building Inspections Department for the City of Tuscaloosa appeared and set forth reasons for his findings.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

1. That the City Council of Tuscaloosa finds the building, structure, part of the building or structure, party wall, or foundation, situated in the City of Tuscaloosa 834 34<sup>th</sup> Avenue unsafe to the extent that it is a public nuisance; and,
2. That the aforementioned building, structure, part of the building or structure, party wall, or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Ala. Code Section 11-53B-1 et seq. (1975), such action being an exercise of the City's police and/or regulatory powers.



RESOLUTION

RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT/SUPPLIES/SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

That the Purchasing Agent be, and he is hereby, authorized to issue purchase order(s) to the following individuals, organizations and/or vendors in the amounts shown for the purchase and/or lease of the listed equipment, supplies, and/or services for the named municipal departments:

TUSCALOOSA FIRE DEPARTMENT

Equipment: 2023 Ford F150 4x4 Truck (total of 4 trucks)

Cost: \$163,508 (\$40,877 each)

Vendor: Stivers Ford

This item was not included in an itemized equipment budget. State Contract T191.

Prepared: Purchasing  
Requested: Purchasing  
Agenda: 09/27/22

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: TDB  
Requested: Projects Date: 9/20/22  
Council Presentation: 9/27/22  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING AN ACIP PRE-APPLICATION SUBMISSION TO THE FEDERAL AVIATION ADMINISTRATION FOR THE 2023 AIRPORT IMPROVEMENT PROGRAM (A22-1070)

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Council hereby authorizes an ACIP pre-application submission to the Federal Aviation Administration for the 2023 Airport Improvement Program.

FUNDING REQUIRED:  Yes  No

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By: \_\_\_\_\_  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM



Office of the City Attorney

Prepared By: SEM  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION TENTATIVELY SELECTING  
ATKINS NORTH AMERICA, INC.  
FOR PROFESSIONAL AIRPORT SERVICES  
(A22-0677)

WHEREAS, the City of Tuscaloosa wishes to secure professional airport services in connection with the development of the Tuscaloosa National Airport; and,

WHEREAS, on September 20, 2022, City staff recommended to the City of Tuscaloosa Projects Committee selection of Atkins North America, Inc. to provide the required scope of services in connection with the development of the Tuscaloosa National Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

1. That, subject to negotiation of fair and reasonable compensation, Atkins North America, Inc. is hereby tentatively selected to provide the abovementioned scope of services related to professional engineering and related services.

2. That the Office of the City Attorney is directed to begin contract negotiation with Atkins North America, Inc. to establish a scope of services and a not-to-exceed contract amount based upon the firm's hourly rate schedule, after which City staff is directed to return to the City Council for authorization to proceed with the negotiated contract. In the event that the Office of the City Attorney is unable to negotiate a contract that, in staff's opinion, is not to the City's interest, City staff will return to the City Council with a recommended alternative course of action.

FUNDING REQUIRED:  Yes  No

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By: \_\_\_\_\_

Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Introduced \_\_\_\_\_

Passed \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Unanimous \_\_\_\_\_

Failed \_\_\_\_\_

Tabled \_\_\_\_\_

Amended \_\_\_\_\_

Comments: \_\_\_\_\_

APPROVED AS TO FORM

Prepared By: JPW III

Requested: Planning Comm Date: 08-15-2022

Presentation on: 09-27-2022

Suspension of Rules: No

  
Office of the City Attorney

RESOLUTION

RESOLUTION APPROVING DOWNTOWN/RIVERFRONT  
OVERLAY DISTRICT PERMIT FOR ELEMENT HOTEL, 300 21<sup>ST</sup> AVENUE  
(A22-0903/DR0D-05-22)

WHEREAS, the Council adopted by Ordinance the Downtown Riverfront Overlay District on January 25, 2007; and,

WHEREAS, major construction defined as any exterior construction activity within a twelve (12) month period which costs more than \$15,000.00 requires approval by the Planning Commission and City Council; and,

WHEREAS, the applicant, Baywood Hotels has made application pursuant to §24-232 of the Code of Tuscaloosa to the Planning Division of Urban Development for a Downtown/Riverfront Overlay District Permit for major construction; and,

WHEREAS, the application meets the requirements of §24-232(2), was reviewed and recommended on July 28, 2022 by the Administrative Review Committee, consisting of the Zoning Officer, the Fire Marshall, the Building Official and the City Engineer, and was considered and recommended by the Planning Commission on August 15, 2022 and is now due to be considered for approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the application submitted by, Baywood Hotels, Case # DROD-05-22, for a Downtown/Riverfront Overlay Permit for major construction for Element Hotel, 300 21<sup>st</sup> Avenue, substantially conforms to the Downtown/Riverfront Overlay standards and guidelines set out in §24-230.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that this approval is subject to the following conditions with any variation requiring amendment to the application and approval of the Council: Substantial Compliance with all specifications and representations for the Development made in the application and development plan submitted to the City Council, building in compliance with renderings, elevations, site plan and design development plans submitted to the Council, compliance with any added conditions approved by the Council, and compliance with all applicable requirements, terms and conditions of Chapter 24, Article XVII of the Code of Tuscaloosa entitled "Downtown/Riverfront Development (D/R) Overlay District".

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: OT/HH  
Requested: CD Committee Date: 9/20/22  
Council Presentation: 9/27/22  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS FOR THE PROGRAM YEAR 2020 EMERGENCY SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM (A22-1138)

WHEREAS, on February 16, 2021 the City entered into agreement with the Alabama Department of Economic and Community Affairs under the 2020 Emergency Solutions Grant Coronavirus (ESG-CV) program to provide for the administration of homeless prevention, rapid re-housing, street outreach, and emergency shelter costs; and

WHEREAS, the Alabama Department of Economic and Community Affairs has granted a contract amendment to extend the performance period to November 30, 2022 to allow time for funds to be completely expended.

NOW THEREFORE BE IT RESEOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, that the Mayor be, and he is hereby authorized to execute the amended grant agreement extending the performance period of the 2020 ESG-CV program and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No

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By: \_\_\_\_\_  
Chief Financial Officer

**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: OT/HH

Requested: CD Committee Date: 9/20/22

Council Presentation: 9/27/22

Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR 2021 GRANT ASSISTANCE FOR THE HOMELESS MANAGEMENT INFORMATION SYSTEM (A22-1139)

WHEREAS, on September 29, 2008 the City of Tuscaloosa entered into an agreement with the U.S. Department of Housing and Urban Development to become the Administrator of the Homeless Management Information System (HMIS) covering Tuscaloosa and Tuscaloosa County and to receive HMIS grant funds for the administration of said system; and

WHEREAS, the City of Tuscaloosa was awarded \$42,000 in grant funds for the operation of the Homeless Management Information System from the 2021 Continuum of Care (CoC) Program designed to provide assistance to homeless persons; and

WHEREAS, \$10,500 of the Community Development Block Grant funds paid for the operation of the City's Housing Counseling Program will be used as the 25 percent required match for the HMIS grant funds; and

WHEREAS, \$10,500 of project leveraging in the form of utilities for the implementation of HMIS will be used as the 25 percent required for leveraging for HMIS grant funds; and

WHEREAS, the necessary documentation to include memorandum of understanding(s), certifications, and other documents will be executed for the administration and implementation of the program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA:

That the Mayor be, and he is hereby authorized to execute the grant agreement and all certifications, memorandum of understanding(s), and other documents required in relation to the City's implementation and administration of HMIS through 2021 CoC Program grant funds.

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SBH/cr  
Requested: Finance Date: 9/27/22  
Council Presentation: 9/27/22  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING DISBURSEMENT FROM DISTRICT 6 IMPROVEMENT FUNDS FOR CARING DAYS (A22-1069)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Councilmember for Tuscaloosa City Council District 6 has requested that the amount of \$2,500.00 be designated to Caring Days from District 6 Improvement Fund, by, and as an act for, and on behalf of the City of Tuscaloosa

FUNDING REQUIRED:  Yes  No  
10104050-99906  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION  
Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SBH/fb  
Requested: Litigation Date: 8/30/22  
Council Presentation: 9/27/2022  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING RENEWAL OF THE CITY'S ENGINEERS PROFESSIONAL LIABILITY 2022-2023 INSURANCE COVERAGE WITH QBE SPECIALITY INSURANCE, COMPANY (A22-1137)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the City renew its Engineers Professional Liability insurance coverage with QBE Insurance, Company in the premium amount of \$18,684, and the Mayor is authorized to execute any application or contract pertaining to the same.

FUNDING REQUIRED:  Yes  No  
10135010-3105  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_



APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM/hh  
Requested: Projects Date: 09/20/2022  
Presentation on: 09/27/2022  
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER DIRECTIVE NO. SIX (6)  
WITH GARVER FOR HILLIARD N. FLETCHER WATER RESOURCE RECOVERY FACILITY  
HEADWORKS IMPROVEMENTS PROJECT  
(A19-1146)

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor be, and is hereby,  
authorized to executed Task Order Directive No. 6 with Garver for the Hilliard N. Fletcher  
Water Resource Recovery Facility (WRRF) Headwork Improvements Project in an amount not to  
exceed \$695,690.00, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No

62240280-21055  
\_\_\_\_\_  
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By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES  
ON PUBLIC RIGHT OF WAY  
ALDOT PROJECT NO. RP-BR-0007(546)  
(A22-1046/2021.072.001)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor be, and he is hereby, authorized to execute a Reimbursable Agreement for Relocation of Utility Facilities on Public Right of Way between the City of Tuscaloosa and ALDOT for the relocation of existing water and sewer infrastructure at Bridge (BIN 005140) on SR-7 (US-11) over Norfolk Southern Railway (ALDOT Project No. RP-BR-0007(546) in an amount not to exceed \$142,401.30 (including relocation and engineering costs) by, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No  
WS-RFFI \_\_\_\_\_  
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\_\_\_\_\_  
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By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM/hh  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH  
PAINTS ON US PLUS  
(A22-1042)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a minor public works contract in the amount of \$3,000.00 with Paints On Us Plus for the HR Hallway Painting at City Hall Annex 1, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No  
10109042-3170  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM/hh  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH  
AIR-TEK OF TUSCALOOSA, LLC  
(A22-1047)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a minor public works contract in the amount of \$15,500.00 with Air-Tek of Tuscaloosa, LLC for Duct Cleaning on Floors 1 and 2 at City Hall Annex 2, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No  
10109042-3170

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By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM/hh  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH  
JOHN WAYNE PLUMBING & DRAIN SERVICE  
(A22-1040)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a minor public works contract in the amount of \$14,267.25 with John Wayne Plumbing & Drain Service for the sewer pump repair at 3200 Greensboro Avenue, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No  
10109042-3170

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\_\_\_\_\_  
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\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM/hh  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH  
WITH MAK ENVIRONMENTAL, LLC  
(A22-1015)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a minor public works contract with MAK Environmental, LLC in an amount not to exceed \$1,400.00 for asbestos removal 2801 21<sup>st</sup> Street, by, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No  
10109077-3100  
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By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SEM/hh  
Requested: Projects Date: 09/20/2022  
Council Presentation: 09/27/2022  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING MINOR PUBLIC WORKS CONTRACT WITH  
J & L TREE SERVICE  
(A22-1012)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA AS FOLLOWS:

That the Mayor is authorized to execute a minor public works contract in the amount of \$150.00 with J & L Tree Service for the stump grinding at Greenwood Cemetery, and as an act for, and on behalf of the City of Tuscaloosa, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED:  Yes  No  
10109074-3100  
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\_\_\_\_\_

By:   
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM



Prepared By: HE  
Requested: 09/20/2022  
Presentation on: 09/27/2022  
Suspension of Rules: NO

**RESOLUTION**

**AMENDING THE FISCAL YEAR 2022 WATER AND SEWER RESERVE FOR FUTURE IMPROVEMENTS FUND BUDGET  
(AMENDMENT 11 - FY22 WSRFFI BUDGET)  
(A07-0203/A98-0431)**

WHEREAS, the Council has determined to re-establish the WSRFFI for Fiscal 2022. NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, as follows:

That the resolution previously enacted by the City Council designating a specific amount of the City of Tuscaloosa's Water and Sewer Reserve Fund for Future Improvement (WSRFFI) as encumbered for certain designated public improvement and special projects of the Water and Sewer Department in the stated amount for expenditures in the fiscal year, including continuing encumbrances of unexpended reserve funds in the stated amounts for those projects previously designated in prior years and confirmed therein, be further amended by the language and/or by the addition or subtraction in the amounts as indicated herein. Unless subsequently amended or repealed, any unexpended funds designated or amended herein or previously designated shall remain encumbered through Fiscal 2022.

That a net total of \$15,754,217 of the City of Tuscaloosa's Water and Sewer Reserve Fund be budgeted and encumbered for Water and Sewer Improvement and special projects or programs of the City of Tuscaloosa.

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, that the Fiscal Year 2022 Water and Sewer Fund Budget of the City of Tuscaloosa be, and the same is hereby, amended as follows:

REVENUES			
PROJECT NAME	CURRENT BUDGET	CHANGE	REVISED BUDGET
ALDOT Grants	(12,773,849)	(30,319)	(12,804,168)
<b>NET REVENUES</b>		<u>(30,319)</u>	


EXPENSES			
PROJECT NAME	CURRENT BUDGET	CHANGE	REVISED BUDGET
ALDOT US-11 Bridge Utility Conflict	112,082	30,319	142,401
<b>NET EXPENDITURES</b>		<u>30,319</u>	
<b>NET CHANGE</b>		<u>-</u>	

FUNDING REQUIRED: Yes  No

Fund 612 (Water & Sewer RFFI)  
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**COUNCIL ACTION**

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

By:   
Chief Financial Officer



APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: JPW/rd  
Requested: Admin Comte Date: 9/20/2022  
Council Presentation on: 9/27/2022  
Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 10-13(a)(6)  
OF THE CODE OF TUSCALOOSA  
(A22-0969)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that Section 10-13(a)(6) of the Code of Tuscaloosa is hereby amended to read as follows:

**"Sec. 10-13. – Settlement of minor ordinance violations without trial.**

(a) *Schedule of fines.*

(6) *Parking violations:*

Any other parking violation prohibited by chapter 22 of the Code of Tuscaloosa or Code of Ala. 1975, title 32 not specifically listed in this subsection .....15.00

Handicapped parking..... 100.00

Off-street parking and permit offenses.....25.00

Offenses related to city hall parking.....25.00

Overnight parking violations.....50.00

Overtime parking.....18.00

Parking in a fire lane.....100.00

Parking in Front Yards.....**50.00**

Parking in front yard in historic district.....**100.00**

Parking prohibited in specified place generally.....**100.00**

Parking in private alleys or on private property.....50.00

Parking of heavy trucks and/or semitrailer trucks.....100.00"

Selling from parking facilities.....100.00"

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: JPW  
Requested: Admin Comt Date: 9/20/2022  
Presentation on: 09/27/2022  
Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 22-36  
OF THE CODE OF TUSCALOOSA  
(A22-1052)

BE IT ORDAINED BY THE TUSCALOOSA CITY COUNCIL as follows:

**SECTION ONE.** That Section 22-36(e) of the Code of Tuscaloosa be, and the same is hereby, amended to add item number (39) reading as follows:

**“Sec. 22-36. – Speed limits established.**

(e) *Forty-five mile per hour speed limit. A speed limit of forty-five (45) miles per hour is hereby established for the following streets:*

(39) Northridge Road from four hundred (400) feet north of the north property line of Verner Elementary School to Ol’ Colony Road.”

**SECTION TWO.** That Section 22-36(f) of the Code of Tuscaloosa be, and the same is hereby, amended to delete item number (5).

FUNDING REQUIRED:  Yes  No

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By: \_\_\_\_\_  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

APPROVED AS TO FORM

  
Office of the City Attorney

Prepared By: SBH

Requested: OCA Date: 9-21-22

Council Presentation: 9-27-22

Suspension of Rules: No

ORDINANCE NO. \_\_\_\_\_

(A22-0974)

September 27, 2022

CITY OF TUSCALOOSA, ALABAMA

General Obligation Warrants  
Series 2022-C

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE, AND MAKING PROVISION FOR  
THE PAYMENT, OF \$70,000,000 (MAXIMUM PRINCIPAL AMOUNT)  
GENERAL OBLIGATION WARRANTS, SERIES 2022-C

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUSCALOOSA, ALABAMA, as follows:

**ARTICLE I**

**Definition of Terms**

**Amendment 772** means Amendment Number 772 to the Constitution of Alabama of 1901, as amended.

**Applicable Law** means the applicable provisions of all constitutions, statutes, rules, regulations, orders, judgments, and decrees of any Governmental Authority.

**Auditor** means a Person (i) who is a certified public accountant regularly engaged in the auditing of financial records and who is not employed full time by the City or (ii) who is regularly employed by the Alabama Department of Examiners of Public Accounts.

**Authorized City Representative** means the Mayor, the Chief Financial Officer of the City, the Deputy Chief Financial Officer of the City, and any officer of the City authorized to act as "Authorized City Representative" for purposes of this Ordinance and so identified by the City to the Paying Agent in writing.

**Authorized Denomination** means the amount of \$5,000 and any integral multiple thereof.

**Authorized Investments** means any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal funds or county funds, as such terms are defined in Section 11-81-21 of the Code of Alabama 1975 (or any successor provision of law), including without limitation (i) U.S Government Obligations or a trust or fund consisting of U.S. Government Obligations and (ii) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975 (or any successor provision of law).

**Authorized Purpose Costs** means, collectively:

- (a) all issuance costs (as described in Treas. Reg. Section 1.150-1(b)) with respect to the Warrants;
- and

(b) all costs of acquisition, construction and installation of the Series 2022-C Capital Improvements, including without limitation fees for architectural, engineering, environmental studies and surveys, geotechnical, surveying and title examination and correction services; labor materials, and transportation costs, expenses incurred in the enforcement of remedies against contractors, suppliers, sureties and vendors; payment to the City for any of such costs, expenses or fees paid by the City from the general revenues thereof (to the extent permitted by Treas. Reg. Section 1.150-2, if applicable); and payment of the principal of and interest on any indebtedness incurred by the City for payment of any of such costs, expenses or fees.

**Beneficial Owner** means the owner of a beneficial interest in a Warrant held pursuant to a Book-Entry System.

**Bond Counsel** means a Person (i) licensed to practice law in the State of Alabama and (ii) having experience with respect to obligations issued by the State of Alabama, and by or on behalf of political subdivisions of the State of Alabama, as “tax-exempt obligations” within the meaning of the Code.

**Book-Entry System** means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

**Business Day** means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the Principal Office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

**Chief Financial Officer** means (i) the Chief Financial Officer of the City and (ii) any successor to the duties and functions thereof.

**City** means the City of Tuscaloosa, Alabama.

**Code** means the Internal Revenue Code of 1986, as amended.

**Continuing Disclosure Agreement** means the Continuing Disclosure Agreement dated the Date of Initial Delivery by the City in favor of the Owners.

**Date of Initial Delivery** means \_\_\_\_\_, 2022.

**Defeasance Fund** means an independent and irrevocable account or fund established by the City pursuant to Section 9.04(b) for the benefit of any Warrant or Warrants.

**Direct Participant or Direct Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

**Disclosure Dissemination Agent** means Digital Assurance Certification L.L.C.

**Disclosure Dissemination Agent Agreement** means that certain Disclosure Dissemination Agent Agreement dated the date of delivery between the County and Disclosure Dissemination Agent.

**Electronic Means** means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Paying Agent as available for use in connection with its services hereunder.

**Fiscal Year** means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may be adopted by the City.

**Fully Discharged** means, for any Warrant, that: (i) such Warrant has been cancelled by the Paying Agent (or delivered to the Paying Agent for cancellation) pursuant to Section 4.04; or (ii) such Warrant is alleged to have been destroyed, lost or stolen and shall have been replaced pursuant to Section 8.02; or (iii) the City shall have established a Defeasance Fund for such Warrant pursuant to Section 9.04; or (iv) the Paying Agent shall hold amounts sufficient for the payment in full of the principal of, premium (if any) and interest on such Warrant pursuant to Section 9.05.

**Governing Law** means, collectively:

- (a) Section 11-47-2 of the Code of Alabama 1975, with respect to the issuance of the Warrants; and
- (b) Article 1 of Chapter 81 of Title 11 of the Code of Alabama 1975, with respect to the accomplishment of the Governmental Purposes;
- (c) Amendment 772; and
- (c) The other applicable provisions of the Constitution of Alabama of 1901, as amended, and the laws of the State of Alabama.

**Governmental Authority** means any agency, authority, board, branch, bureau, commission, court, department, division, instrumentality, tribunal or other entity or organization of the State or the United States of America and of competent jurisdiction.

**Governmental Purposes** means the acquisition, construction and installation of the Series 2022-C Capital Improvements.

**Indirect Participant or Indirect Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

**Net Warrant Proceeds** means the net proceeds received from the sale of the Warrants of \$\_\_\_\_\_, being the principal amount thereof, \_\_\_\_\_ net original issue \_\_\_\_\_ of \$\_\_\_\_\_ and less underwriting discount of \$\_\_\_\_\_.

**Official Statement** means the Official Statement dated the date of delivery with respect to the Warrants delivered by the City in compliance with 17 CFR Section 240.15c2-12.

**Ordinance** means this Ordinance as originally adopted and as it may from time to time be supplemented, modified or amended.

**Outstanding** means, with respect to any Warrant on any date of determination, that such Warrant shall have been authenticated and delivered under this Ordinance and shall not have been Fully Discharged.

**Owner** when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register, including without limitation the Securities Depository or Securities Depository Nominee with respect to any Warrant held under the Book-Entry System.

**Paying Agent** means (i) Regions Bank, and the successors and assigns thereof, and (ii) any successor designated as depository, paying agent and registrar pursuant to this Ordinance.

**Person** means and includes any individual, corporation, general or limited partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and any Governmental Authority.

**Preliminary Official Statement** means the Preliminary Official Statement dated the date of delivery with respect to the Warrants delivered by the City in compliance with 17 CFR Section 240.15c2-12.

**Principal Office of the Paying Agent** means the designated office of the Paying Agent for purposes of this Ordinance, or such other office as shall be designated by the Paying Agent by written notice to the City and (i) the Securities Depository if the Book-Entry System is in effect, or (ii) to the Owners of the Warrants if the Book-Entry System is not in effect.

**Proceeds Fund** means the fund established pursuant to Section 3.05.

**Record Date** means the fifteenth day of a calendar month (whether or not a Business Day) next preceding any Stated Interest Payment Date.

**Securities Depository** means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

**Securities Depository Nominee** means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

**Series 2022-C Capital Improvements** means the acquisition, construction and installation of certain roads, streets, public ways, sidewalks and related infrastructure in connection with the improvement and expansion of McWright's Ferry Road, subject to the reserved right of the City to apply some or all of the Net Warrant Proceeds to the acquisition of any additional or other property in compliance with Section 3.06 and the applicable provisions of the Code.

**Stated Interest Payment Date** means each April 1 and October 1.

**Tax Certificate and Agreement** means that certain Tax Certificate and Agreement delivered by the City with respect to the Warrants.

**Taxable** means, with respect to any Warrant, interest on such Warrant is includible in the gross income of the Owner thereof for purposes of federal income taxation; provided, however, interest on any Warrant shall not be deemed "Taxable" if interest on such Warrant is includible in any calculation of income for purposes of an alternative minimum tax or any other type of taxation other than the regular federal tax imposed on income.

**Transaction Documents** means, collectively, the following documents:

- (a) Continuing Disclosure Agreement;
- (b) Disclosure Dissemination Agent Agreement;
- (c) Tax Certificate and Agreement; and
- (d) Warrant Purchase Agreement.

**Underwriter** means The Frazer Lanier Company, Incorporated.

**U.S. Government Obligations** means direct general obligations of the United States of America or any obligations on which the payment of the principal thereof and interest thereon are unconditionally guaranteed by the United States of America.

**Warrant** means any warrant authenticated and delivered pursuant to this Ordinance.

**Warrant Fund** means the fund established pursuant to Section 9.03.

**Warrant Purchase Agreement** means Award Letter dated the date of delivery by the City to the Underwriter.

**Warrant Register** shall have the meaning assigned in Section 4.03(a).

**Warrant Registrar** means the Paying Agent appointed as Warrant Registrar pursuant to Section 12.01.



## ARTICLE 2

### Determinations and Representations

The City certifies, represents and warrants that:

(a) the issuance of the Warrants for the Governmental Purposes at a price equal to the Net Warrant Proceeds is in the best interests of the taxpayers and citizens of the City;

(b) the City has adopted this Ordinance and authorized the issuance of the Warrants by proceedings duly had and taken pursuant to the Governing Law in due time, form and manner as required thereby;

(c) (1) the long-term indebtedness of the City is set forth in the Preliminary Official Statement and the Official Statement;

(2) subsequent to the dates as of which the City provided information with respect to the indebtedness thereof for purposes of the Preliminary Official Statement and the Official Statement, the City has not incurred any direct, indirect or contingent indebtedness which is material in amount or duration except short-term or temporary indebtedness incurred in the ordinary course of business;

(3) the City is not in default with respect to any indebtedness or obligation of the City;

(d) no proceedings with respect to the City have ever been taken pursuant to Chapter 9 of Title 11 of the United States Code or Section 11-81-3 of the Code of Alabama 1975 or any similar federal or state law with respect to creditors' rights;

(e) the Preliminary Official Statement and the Official Statement are correct and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) the period of usefulness of the Series 2022-C Capital Improvements will extend beyond the final maturity date of the Warrants;

(g) the expenditure of the Net Warrant Proceeds for the Governmental Purposes will serve a valid and sufficient public purpose notwithstanding any incidental benefit accruing to any private entity or entities;

(h) (1) On September 19, 2022, the City published in *The Tuscaloosa News*, which newspaper has the largest circulation in the City, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE  
OF  
PROPOSED GENERAL OBLIGATION WARRANTS FOR ECONOMIC  
DEVELOPMENT BY THE CITY OF TUSCALOOSA, ALABAMA**

Notice is hereby given that the City Council (the "City Council") of the City of Tuscaloosa, Alabama (the "City") will meet in public session at 6:00 p.m. on Tuesday, September 27, 2022, in the Council Chambers in City Hall at 2201 University Boulevard in the City of Tuscaloosa, Alabama for the purpose of considering the transaction of business that may properly come before the City Council, such business to include, but not be limited to, the consideration by the City Council of an ordinance (the "Ordinance") authorizing the issuance of the City's General Obligation Warrants, Series 2022-C (the "Warrants"), proposed to be issued in an amount not to exceed \$70,000,000 and for a term not exceeding 30 years.

The City proposes to use the proceeds of the Warrants, if issued, to finance the acquisition, construction and installation of certain roads, streets, public ways, sidewalks and related infrastructure in connection with the improvement and expansion of McWright's Ferry Road (the "Series 2022-C Improvements"). If approved, the Warrants will be issued pursuant to the Constitution and laws of the State of Alabama, including, without limitation, Amendment No. 772 to the Constitution of Alabama of 1901, as amended.

The Warrants shall constitute general obligations of the City, for which the City's full faith and credit will be pledged.

The City has determined that the economic base of the City and the prosperity and welfare of its citizens will be advanced if the Series 2022-C Improvements are developed, resulting in new retail, commercial and employment opportunities for and in the City and an increase of the City's tax base and revenues.

The persons and business organizations to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value are those persons and business organizations that shall particularly benefit from the development of the Series 2022-C Improvements.

All interested persons may examine and review the Warrants, the Ordinance, and all relevant documents pursuant to which the Warrants are to be issued and secured, and make copies thereof at their personal expense, at the offices of the City Council during normal business hours, before and after the meeting referenced herein. Further information concerning the information in this notice can be obtained from the City Clerk at the offices thereof during normal business hours.

- (2) The information set forth in said notice is true and correct.

### ARTICLE 3

#### Authorization of Warrants, Transaction Documents and Official Statement

##### Section 3.01 The Warrants

(a) General.

(1) The City authorizes the issuance of a series of warrants designated "General Obligation Warrants, Series 2022-C" in a maximum principal amount of \$70,000,000 pursuant to the Governing Law and this Ordinance to provide for the Governmental Purposes. It is expected that the aggregate principal amount of the Warrants shall be approximately \$65,000,000, but due to market conditions and project contingencies, the Warrants shall be authorized in a maximum aggregate principal amount of \$70,000,000.

(2) The Warrants shall be delivered and issued in certificated form as a single Warrant for each stated maturity thereof in integral multiples of an Authorized Denomination and numbered consecutively in order of such stated maturity.

(3) (i) The Warrants shall be initially held pursuant to a Book-Entry System administered by the Securities Depository.

(ii) On the date of delivery of the Warrants, the certificated Warrant for each stated maturity thereof shall be registered in the name of the Securities Depository Nominee and delivered to, and held in the custody of, the Securities Depository or the Paying Agent in accordance with the procedures and rules of the Securities Depository therefor.

(b) Form of Warrants.

The Warrants shall be issued to the Owners in the form set forth therefor on Exhibit A (with such changes thereto as shall be required by Applicable Law on the date of delivery thereof).

(c) (1) The principal of the Warrants shall become due and payable in such amounts and at such times as shall be determined by the City upon the sale thereof and in accordance with the following provisions:

(i) The maximum aggregate principal amount of the Warrants shall not exceed \$70,000,000;

(ii) The principal of the Warrants shall be due and payable on October 1 in each year, subject to:

(A) prior optional redemption as determined upon sale of the Warrants and in accordance with Chapter 82 of Title 11 of the Code of Alabama 1975;

(B) prior mandatory redemption as determined upon sale of the Warrants;

(C) payment in full of the aggregate principal amount of the Warrants over the term thereof and not later than October 1, 2052.

(2) The Warrants shall bear interest at per annum rates to be established upon sale thereof and at rates which shall not exceed seven percent (7.00%) per annum for any Warrant.

**Section 3.02 Accrual of Interest on Warrants**

The principal amount of each Warrant shall accrue interest at the respective per annum rate of interest thereof determined on the basis of a 360-day year of 12 consecutive 30-day months for the period beginning on (and including) the date of delivery of and payment for such Warrant and continuing thereafter until (but not including) the date on which the principal of such Warrant is paid in full and retired; provided, however, that, anything in this Ordinance to the contrary notwithstanding, interest on the outstanding principal amount of any Warrant will cease to accrue from and after the stated maturity date of such Warrant, or the date specified for redemption (in whole or in part) in advance of maturity of such Warrant, if and to the extent that on any such date the Paying Agent holds in trust pursuant to Section 9.05 funds in an aggregate amount sufficient to pay in full the principal of and interest on such Warrant becoming due and payable on such date.

**Section 3.03 Delivery of Warrants and Transaction Documents**

The City authorizes and directs the Mayor, the Chief Financial Officer and the City Clerk to effect delivery on the Date of Initial Delivery:

- (1) to the Paying Agent, the Warrants, a certified copy of this Ordinance, and the Transaction Documents to which the Paying Agent is a party signatory thereto; and
- (2) to, or as directed by, the Underwriter, the Preliminary Official Statement, the Official Statement and the certificates, documents and proceedings required pursuant to the Warrant Purchase Agreement.

**Section 3.04 Application of Net Warrant Proceeds**

The Net Warrant Proceeds shall be deposited on the date of issuance of the Warrants in the Proceeds Fund and applied as provided therefor.

**Section 3.05 Proceeds Fund**

- (a) For the payment of Authorized Purpose Costs the City hereby establishes a special fund to be held by the Paying Agent designated the "Proceeds Fund" (the "Proceeds Fund").
- (b) The City shall deposit in the Proceeds Fund the amount of Net Warrant Proceeds specified therefor in Section 3.04 and invest the amounts on deposit in the Proceeds Fund in Authorized Investments pending application thereof for Authorized Purpose Costs.
- (c) The City shall apply the amounts on deposit in the Proceeds Fund to the payment of the Authorized Purpose Costs in accordance with the provisions of the Tax Certificate and Agreement.
- (d)
  - (1) The Paying Agent shall disburse the amounts on deposit in the Proceeds Fund only upon receipt thereby of a Proceeds Fund Requisition in form set forth on Exhibit B appropriately completed and executed by an Authorized City Representative.
  - (2) The City agrees the Paying Agent shall have no liability for the application or use of any amounts in the Proceeds Fund if disbursed pursuant to the provisions of this Section and with actual knowledge that such disbursement constitutes an illegal or unauthorized use of public funds.

(e) All amounts on deposit in the Proceeds Fund after the City shall have determined that the Governmental Purposes for which the Proceeds Fund was created shall have been accomplished or completed shall be applied to the payment of the principal amount of the Warrants on the then next succeeding principal payment dates therefor.

**Section 3.06 Amendment of Series 2022-C Capital Improvements**

The City may apply any portion of the Net Warrant Proceeds for the acquisition, construction or installation of any property not included within, or described as part of, the Series 2022-C Capital Improvements, if prior thereto: (a) the governing body of the City adopts an ordinance in which the City describes the property to be so acquired, constructed or installed and authorizes the use of Net Warrant Proceeds for such purpose, and (b) the City delivers to the Chief Financial Officer an Opinion of Bond Counsel to the effect the use of Net Warrant Proceeds to acquire, construct, or install such property is authorized by the Governing Law and will not cause the interest on the Warrants to be Taxable.

**Section 3.07 Approval and Authorization of Transaction Documents**

(a) The City (i) approves and authorizes the Transaction Documents and (ii) authorizes and directs the Mayor, Chief Financial Officer and City Clerk of the City to execute and attest, in the name and under seal of the City, the Transaction Documents with such changes thereto as shall not increase or extend any pecuniary liability of the City thereunder and as such officers shall conclusively approve by execution thereof.

**Section 3.08 Approval of Preliminary Official Statement and Official Statement**

The City approves, authorizes and ratifies the content of the Preliminary Official Statement and the Official Statement, the execution thereof by the Mayor, and the distribution thereof by the Underwriter on behalf of the City.

**Section 3.09 General Authorization and Ratification**

(a) The City authorizes and directs the Mayor, the Chief Financial Officer and the City Clerk of the City to take all actions, and to execute, deliver, file and record all certificates, documents, instruments and notices as are required by Bond Counsel, Governing Law, or the Warrant Purchase Agreement to effect the issuance of the Warrants and the purposes of this Ordinance.

(b) The City ratifies and confirms:

(i) the execution, delivery and performance of the Warrant Purchase Agreement; and

(ii) all actions taken, and all certifications and representations made, by any officer of the City in connection with, or in furtherance of, the actions and transactions authorized and approved by this Ordinance.

## **ARTICLE 4**

### **Execution, Authentication, Registration and Cancellation of Warrants**

#### **Section 4.01 Execution of Warrants**

(a) The City authorizes and directs the Mayor and City Clerk of the City to execute, seal and attest, and the Chief Financial Officer to register as a claim against the City, the Warrants presented for issuance and delivery pursuant to this Ordinance on each of the following dates:

- (1) the date of initial issuance of a Warrant;
- (2) the date of partial redemption of a Warrant pursuant to Article 7;
- (3) the date of transfer, exchange or replacement of a Warrant pursuant to Article 8.

(b) The City will treat as valid for all purposes of this Ordinance each Warrant executed by the individual who on the date of such execution thereof validly holds and exercises the office of Mayor of the City without regard to whether at any time prior to, or after, the date of delivery of such Warrant such individual shall have ceased to hold and exercise such office.

#### **Section 4.02 Authentication of Warrants**

The Paying Agent will, by duly authorized officer thereof, authenticate, register and deliver all executed Warrants delivered to the Paying Agent by the City for such purpose under this Ordinance in accordance with (i) the written instructions of the City with respect thereto and (ii) the procedures and rules of the Securities Depository to the extent applicable thereto.

#### **Section 4.03 Registration of Warrants**

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (the "Warrant Register") in which the City shall provide for the registration of Warrants.

(b) The City will register the ownership of each of the Warrants on the Warrant Register in the name of the Person who shall have acquired such Warrant.

#### **Section 4.04 Cancellation of Surrendered Warrants**

All Warrants surrendered for payment, redemption, transfer, exchange or replacement shall be promptly cancelled and destroyed by the Paying Agent.

## **ARTICLE 5**

### **Determination of Ownership of Warrants**

(a) The ownership of a Warrant shall be proven by the Warrant Register for all purposes of this Ordinance.

(b) The City and the Paying Agent shall treat the Person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes of this Ordinance, and, to the extent permitted by Applicable Law, neither the City or the Paying Agent shall be affected by notice to the contrary.

(c) (1) During a period in which the Warrants are held pursuant to a Book-Entry System, the City and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only Owner of the Warrants for all purposes of this Ordinance.

(2) In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Ordinance to any Direct Participant or Indirect Participant, the City, the Paying Agent and the Developer shall treat such assignee or assignees as the only Owner or Owners of the Warrants for the purpose of exercising such rights so assigned.

## **ARTICLE 6**

### **Operation of Ordinance for Warrants Held in Book-Entry System**

The City and the Paying Agent will administer and construe the provisions of this Ordinance to effect full compliance with the procedures and rules of the Securities Depository with respect to all Warrants held pursuant to a Book-Entry System, including without limitation:

- (a) payment and redemption (in whole or in part) of Warrants;
- (b) transfers of beneficial interests in Warrants;
- (c) delivery of notices pursuant to this Ordinance;
- (d) grant of consent or waiver with respect to any action or inaction.



## **ARTICLE 7**

### **Redemption of Warrants**

#### **Section 7.01 Optional Redemption of Warrants; Conditional Redemption; Defeasance Fund**

(a) (1) The City may redeem all, or less than all, of the Warrants upon written notice designating the order, aggregate principal amount (determined on the basis of the smallest Authorized Denominations so that the principal amount of any Warrant which remains Outstanding after such redemption shall be an integral multiple of an Authorized Denomination), and stated principal payment dates of the Warrants subject to redemption to the Paying Agent by such date in advance of the proposed date of redemption as shall enable the Paying Agent to comply with the provisions of this Ordinance with respect thereto. The Paying Agent, or the Securities Depository if applicable, shall determine by fair and appropriate method the principal amount of Warrants to be redeemed within a maturity.

(2) The Owner of any Warrant which shall have been called for partial redemption must, on the date of redemption, surrender such Warrant to the Paying Agent with endorsement for transfer thereon, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor, whereupon without service charge the City will execute, and the Paying Agent will authenticate, register and deliver to, or as directed in writing by, such Owner a new Warrant of like tenor and the same series, dated the date of redemption, and in a principal amount in Authorized Denominations equal to, and in exchange for, the unredeemed portion of the principal of the Warrant so surrendered.

(b) Anything in this Ordinance to the contrary notwithstanding, the City may provide for the optional redemption of any Warrant (or portion thereof) contingent upon specified conditions, such as deposit of funds necessary for such redemption or the occurrence of specified events. If the conditions for such redemption are not satisfied prior to the proposed date of redemption, such Warrant shall not be subject to redemption on such date and the City shall not be required to redeem such Warrant (or portion thereof) subject to such conditional redemption. The City shall return any Warrants surrendered on the specified date of redemption to the Owners of such Warrants. The failure of the City to redeem any Warrant called for conditional redemption as provided in this Section shall not constitute a default by the City in payment of the principal of or interest on such Warrant.

(c) The City shall establish a Defeasance Fund for all Warrants (or portions thereof) called for optional redemption.

### **Section 7.02 Notice of Redemption of Warrants**

(a) The Paying Agent will give notice of redemption, in the name and at the expense of the City, to the Owner of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed date of redemption by United States registered or certified mail (first class, postage prepaid) or, if the Securities Depository or Securities Depository Nominee is the Owner, at the times and in the manner as provided in the applicable rules and procedures of the Securities Depository, at the address of such Owner appearing in the Warrant Register; provided, however, any Owner may waive the requirement of notice as to the redemption of the Warrant or Warrants thereof. The Paying Agent and the City are not required to give notice of redemption to any Beneficial Owner.

(b) All notices of redemption shall state (i) the Warrants to be redeemed; (ii) the date of redemption; (iii) the redemption price; (iv) whether such redemption is mandatory or optional; (v) the principal amount of Warrants to be redeemed, and, if less than all Warrants then Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed; (vi) that on the date of redemption the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date; (vii) to the extent required for Warrants in certificated form, the place or places where the Warrants to be redeemed are to be presented and surrendered for payment of the redemption price; and (viii) if applicable, the terms upon which any optional redemption is contingent upon specified conditions.

(c) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this Section.

### **Section 7.03 Payment of Redemption Price of Warrants**

In the manner and as provided in this Ordinance for the payment of the Warrants:

(1) the City shall pay the redemption price of all Warrants (or portions thereof) called for optional redemption solely from the Defeasance Fund established therefor on the date specified for redemption thereof; and

(2) the City shall pay the redemption price of all Warrants called for mandatory redemption solely from the Warrant Fund on the date specified for redemption thereof.

## **ARTICLE 8**

### **Transfer, Exchange and Replacement of Warrants**

#### **Section 8.01    Transfer and Exchange of Warrants**

(a)        The Owner of any Warrant may transfer such Warrant by surrender of such Warrant to the Paying Agent with endorsement for transfer thereon, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor and by payment in advance in immediately available funds of all expenses and governmental charges of the City and the Paying Agent in connection with such transfer, whereupon the City will execute, and the Paying Agent will authenticate, register and deliver to such transferee as directed in writing by such Owner a new Warrant of like tenor and the same series, dated the date of transfer, and in a principal amount in Authorized Denominations equal to the outstanding principal amount of the Warrant so surrendered.

(b)        The Owner of any Warrant in a principal amount in excess of the smallest Authorized Denomination may surrender the same in exchange for more than one Warrant, each in a principal amount which is an integral multiple of an Authorized Denomination, having the same year of maturity as the Warrant so surrendered and the same aggregate principal amount. The Owner of two or more Warrants having the same principal maturity may surrender the same in exchange for a single Warrant in the aggregate principal amount of the Warrants so surrendered.

(c)        The Paying Agent is not required to transfer or exchange any Warrant during the period beginning on a Record Date and ending on the then next succeeding Stated Interest Payment Date, and in the event that any Warrant (or any part thereof) is duly called for optional redemption (in whole or in part), the Paying Agent is not required to register or transfer any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(d)        All Warrants issued upon any transfer or exchange of Warrants are the valid obligations of the City and entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange.

#### **Section 8.02    Replacement of Warrants**

(a)        If (i) any mutilated Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant so that the same is not held by an Person as his property, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, and payment of any governmental charges and expenses of the City in connection therewith, then, in the absence of actual notice to the City and the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the City shall execute, and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and the same series, dated the date of replacement, and in a principal amount in Authorized Denominations equal to the outstanding principal amount of the Warrant so replaced.

(b)        Every Warrant issued in lieu of any destroyed, lost or stolen Warrant will constitute an original additional contractual obligation of the City.

## ARTICLE 9

### Source of, and Provisions for, Payment of Warrants

#### Section 9.01 General Obligation

(a) The City covenants and agrees the indebtedness evidenced and ordered paid by the Warrants is a general obligation of the City for the punctual payment of the principal of, premium (if any) and interest on which the full faith and credit of the City are hereby sacredly and irrevocably pledged.

(b) The Warrants are solely an obligation of the City and shall never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power of the State of Alabama.

#### Section 9.02 Payment of Warrants

(a) (1) The City orders and directs the Chief Financial Officer and the Paying Agent to pay, solely from the Warrant Fund or a Defeasance Fund, as applicable, to the Owners, in lawful money of the United States of America immediately available and without deduction for exchange, fees or expenses, (i) interest on the Warrants due on any Stated Interest Payment Date to the Owners in whose names the Warrants are registered in the Warrant Register at the close of business on the Record Date for such Stated Interest Payment Date, and (ii) interest on the Warrants due upon redemption on any date other than an Stated Interest Payment Date, and (iii) principal of the Warrants due on any stated maturity date or redemption date therefor only upon surrender thereof at the Principal Office of the Paying Agent;

(2) Upon the written request of the Owner of any Warrant in a principal amount of not less than \$1,000,000, the Paying Agent will make payment of the principal of, premium (if any) and interest on such Warrant by wire transfer to an account of such Owner maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, if such written request contains adequate instructions for the method of payment and final payment of principal is made upon such surrender of the Warrant or Warrants.

(b) If any payment is due pursuant to Section 9.02(a) on a day which is not a Business Day, such payment shall be made, in the same amount, on the first succeeding day which is a Business Day, with the same effect as if made on the date on which such payment was due.

(c) All payments to the Owners of principal of, premium (if any) and interest on the Warrants on behalf of the City or the Paying Agent shall be valid and effectual to discharge, satisfy and terminate the liability of the City and the Paying Agent to the extent of the amounts so paid.

**Section 9.03 The Warrant Fund**

(a) The City establishes a special fund designated the "Warrant Fund" to be held and applied by the Paying Agent under this Ordinance solely for the payment of the principal of, premium (if any), and interest on the Warrants.

(b) The Chief Financial Officer is authorized and directed to deposit into the Warrant Fund the following amounts on the following dates:

(1) on or before the fifteenth day of each March and September, an amount equal to the interest becoming due on the Warrants on the next succeeding Stated Interest Payment Date;

(2) on or before the fifteenth day of each September, an amount equal to the principal maturing or subject to mandatory redemption on the next succeeding principal payment date with respect to the Warrants;

(3) such amounts, if any, at such times as shall provide funds in the Warrant Fund sufficient for the payment of the principal of and interest on the Warrants in full when due.

(c) The City authorizes and directs the Paying Agent to deposit in the Warrant Fund any funds received by the Paying Agent with written directions from an Authorized City Representative to deposit such funds in the Warrant Fund.

(d) (1) The Paying Agent shall invest the amounts at any time on deposit in, or credited to, the Warrant Fund (the "Warrant Fund Amount") as directed in writing by the City and subject to the following provisions therefor:

(i) the Warrant Fund Amount shall be invested only in Authorized Investments which mature or are subject to redemption by the Paying Agent at times and in amounts sufficient for the purposes of the Warrant Fund;

(ii) the Warrant Fund Amount shall be increased by all income and profits, and decreased by all losses, resulting from the investment thereof;

(iii) all income and profits from investment of the Warrant Fund Amount shall remain in the Warrant Fund and be credited against the next succeeding deposits required therein;

(iv) the Paying Agent will not be liable for any loss resulting from investment of the Warrant Fund Amount except to the extent such loss resulted from the gross negligence or willful misconduct of the Paying Agent.

(2) The Paying Agent will cause the Warrant Fund Amount to be secured as provided by Applicable Law for public funds.

(e) The City and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 12 months from the date of receipt of such income or profits.

(f) The Paying Agent shall transfer to the City all amounts in the Warrant Fund remaining after the Warrants shall have been Fully Discharged and after all fees and expenses of the Paying Agent shall have been paid.

#### **Section 9.04 Discharge and Defeasance of Warrants**

(a) From and after the date on which a Warrant shall be Fully Discharged, the obligations of the City for the payment of any amount of principal of, premium (if any) or interest on such Warrant from the general funds and revenues of the City lawfully available therefor are fully discharged, satisfied and terminated.

(b) The City may provide for the payment of any of the Warrants by establishing a Defeasance Fund for such purpose with the Paying Agent, for the exclusive and sole benefit of the Owners of the Warrants to be paid therefrom, and depositing therein cash or U.S. Government Obligations which (assuming the due and punctual payment of the principal of and interest on such U.S. Government Obligations) will provide funds sufficient to pay in full the principal of, premium (if any) and interest on such Warrants as the same becomes due and payable until the maturity or redemption of such Warrants; provided, however, that:

(1) such U.S. Government Obligations must not be subject to redemption prior to their respective maturities at the option of the issuer thereof;

(2) if any of such Warrants are to be redeemed in advance of stated maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the provisions of this Ordinance and such Warrants or (ii) the City will confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the City; and

(3) the Paying Agent shall have received (i) an Opinion of Bond Counsel to the effect that establishment of such Defeasance Fund will not cause interest on any of such Warrants to be or become Taxable, and (ii) in circumstances where funds are deposited into the defeasance trust fund more than 90 days in advance of the redemption of the Warrants, a certificate of an Auditor to the effect that the funds on deposit in such defeasance trust fund and the income therefrom without reinvestment will be sufficient to pay when due the principal of, premium if any and interest on such Warrants.

(c) The Paying Agent may invest any investment proceeds received by the Paying Agent in a Defeasance Fund in U.S. Government Obligations.

(d) The Paying Agent will apply all amounts in a Defeasance Fund solely for the payment of the principal of, premium (if any) and interest on the Warrants with respect to which such fund was established.

**Section 9.05 Funds for Payment of Unsurrendered Warrants to be Held in Separate Trust; Repayment of Unclaimed Money**

(a) If an Owner fails to present or surrender the Warrant or Warrants thereof on any date fixed or scheduled for payment of principal thereof, the Paying Agent shall transfer amounts held in the Warrant Fund, or in a Defeasance Fund, as applicable, sufficient for the payment of principal of, premium (if any) and interest on such Warrant or Warrants to a separate trust fund created by the Paying Agent for such purpose and hold such amounts in trust for the sole benefit of the Persons entitled thereto, which amounts shall not be invested.

(b) The City authorizes and directs the Paying Agent to pay such amounts to the Owner of such Warrants upon presentation thereof, subject to Section 9.05(c).

(c) Any amounts held in trust by the Paying Agent pursuant to this Section which are unclaimed for three (3) years after the date on which payment thereof was due to have been made shall, subject to Applicable Law, be paid to the City upon written request of an Authorized City Representative and the Owner of any such Warrant or Warrants to be paid from such amounts shall thereafter, as an unsecured general creditor, have recourse only to the City for payment thereof, and all liability of the Paying Agent with respect to such trust money shall cease; provided, however, the Paying Agent may, prior to payment of such amounts to the City and at the written direction and expense of the City, publish notice once, by newspaper of general circulation within the jurisdiction of the City or by such Electronic Means as the Paying Agent determines is appropriate, that such amounts remain unclaimed and that, after a date specified in such notice (which shall be not less than 30 days after publication of such notice), such amounts will be paid to the City.

**ARTICLE 10**

**Covenants of City Regarding Federal Tax Matters**

(a) The City covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The City covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

## ARTICLE II

### Special Agreements by Owners and Beneficial Owners of Warrants

As a condition of, and as a consideration for, the issuance of the Warrants, each Owner and Beneficial Owner agrees, by acquisition of a Warrant or a beneficial interest therein:

(a) Exempt Persons.

No covenant or agreement contained in the Warrants or in this Ordinance shall operate or be construed as a covenant or agreement of any officer, agent, employee, or member of the governing body, of the City or of the Paying Agent in its individual capacity, and none of such Persons nor any officer executing the Warrants shall be liable personally on the Warrants or be subject to any personal liability or accountability by reason of the issuance of the Warrants and any liability of every name and nature, either at common law or in equity or by constitution or statute, and all such rights and claims against every such officer, employee, or member of the governing body of the City are irrevocably waived and released.

(b) Operation of Book-Entry System.

The City and the Paying Agent have not undertaken, directly or indirectly, to provide, and therefore shall have no liability, obligation, or responsibility to any Person (including without limitation Beneficial Owners, Direct Participants, and Indirect Participants) for (i) the accuracy of any records maintained by the Securities Depository or any Direct Participant or Indirect Participant, or (ii) the payment by the Securities Depository or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, interest on or premium (if any) on, any of the Warrants, or (iii) the delivery, or timeliness of delivery by the Securities Depository or any Direct Participant or Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under this Ordinance to be given to such Beneficial Owner, or (iv) any act (including without limitation any consent to, or waiver of, any action or inaction) of whatever nature or type by the Securities Depository or Securities Depository Nominee, as Owner.

(c) Transfer, Exchange and Replacement of Warrants; Defenses of City.

(1) The Warrants will be transferred, exchanged and replaced only in accordance with the provisions of this Ordinance.

(2) Each Person who acquires a Warrant, or a beneficial interest therein, will be subject to all defenses and rights of the City at law or in equity and to all payments of principal thereof and interest thereon made by the City.

(3) The provisions of Article 8 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

(d) Ordinance is Contract.

The Owner or Beneficial Owner thereof is legally bound by the terms and provisions of this Ordinance as a contractual agreement under the laws of the State of Alabama by the City and each Owner and Beneficial Owner.



## ARTICLE 12

### The Paying Agent

#### Section 12.01 Designation of Paying Agent

The City designates and appoints Regions Bank as the depository for the Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

#### Section 12.02 Payments at Par

(a) The Paying Agent agrees with the Owners of the Warrants that it will make all remittances of principal of, premium (if any), and interest on the Warrants from money supplied by the City for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses.

(b) The City covenants and agrees with the Owners of the Warrants and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

#### Section 12.03 Rights of Paying Agent

(a) The Paying Agent shall not be liable except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(b) The Paying Agent:

(1) may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof;

(2) may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof;

(3) need not recognize a Owner of a Warrant as such without the satisfactory establishment of his title to such warrant;

(4) shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party;

(5) shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services;

(6) may be the Owner of Warrants as if not Paying Agent hereunder;

(7) shall not be liable for proper application of any moneys other than those that may be paid to or deposited with it;

(8) shall not unreasonably withhold or delay any consent or approval required of it under the provisions of this Ordinance;

(9) may make any investments permitted hereby through it's own investment department or affiliated entity, and any Authorized Investments issued or held by it hereunder shall be deemed investments and not deposits;

(10) shall, upon reasonable request, advise the City of the amount at the time on deposit in any of the special funds herein created;

(11) shall have no obligation to file financing statements or continuation statements.

(c) Any action taken by the Paying Agent at the request of and with the consent of the Owner of a Warrant will bind all subsequent Owners of the same Warrant and any warrants issued hereunder in lieu thereof.

(d) All moneys received by the Paying Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(e) The recitals of fact herein and in the Warrants are statements by the City and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Ordinance. The Paying Agent does, however, assume responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(f) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Ordinance, and final payment of the Warrants.

(g) The Paying Agent shall have the right to accept and act upon directions or instructions given by an Authorized City Representative pursuant to this Ordinance or any other document reasonably relating to Warrants issued hereunder and delivered using Electronic Means. If the City elects to give the Paying Agent directions or instructions using Electronic Means and the Paying Agent in its discretion elects to act upon such directions or instructions, the Paying Agent's understanding of such directions or instructions shall be deemed controlling. The City understands and agrees that the Paying Agent cannot determine the identity of the actual sender of such directions or instructions and that the Paying Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized City Representative listed on the incumbency certificate provided to the Paying Agent have been sent by such Authorized City Representative. The City shall be responsible for ensuring that only Authorized City Representatives transmit such directions or instructions to the Paying Agent and that all Authorized City Representatives treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Paying Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Paying Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

#### **Section 12.04 Resignation and Removal; Appointment of Successor**

(a) The City may remove and discharge the Paying Agent from all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such removal and discharge by certified or registered mail to the Paying Agent not less than 30 days prior to the date when such removal shall take effect.

(b) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the City not less than 30 days prior to the date when such resignation shall take effect.

**Section 12.05 Qualification of and Acceptance of Appointment by Successor**

(a) If at any time the Paying Agent shall be removed, resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the City shall promptly appoint a successor Paying Agent.

(b) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$100,000,000.

(c) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

**Section 12.06 Merger or Consolidation**

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

## **ARTICLE 13**

### **Operation of Ordinance as a Contract**

#### **Section 13.01 Provisions of Ordinance a Contract**

The terms and provisions of this Ordinance constitute a contractual agreement under the laws of the State of Alabama by the City and the Owners.

#### **Section 13.02 Construction**

(a) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

(b) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

#### **Section 13.03 Governing Law**

This Ordinance is made pursuant to, and is construed in accordance with and governed by, the laws of the State of Alabama.

#### **Section 13.04 Entitlement of Authenticated Warrants to Benefit of Ordinance**

The executed Certificate of Authentication and Registration on a Warrant shall, without more, conclusively establish the authentication and delivery of such Warrant under this Ordinance and the entitlement of such Warrant to the equal and proportionate benefit of this Ordinance as provided herein.

#### **Section 13.05 Enforceability and Severability**

The provisions of this Ordinance are severable. In the event that any one or more of such provisions of this Ordinance or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants will be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

#### **Section 13.06 Expenses of Collection**

The City hereby covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Owners of the Warrants all expenses incident to the collection of any unpaid portion thereof, including reasonable attorneys' fees.

**Section 13.07 Remedies**

The City covenants and agrees:

(a) the Owners shall have all rights and remedies for the enforcement of the Warrants and this Ordinance as may be provided by Applicable Law; and

(b) the Chief Financial Officer of the City is subject to mandamus in the event such officer has money available for payment of principal of, premium (if any) and interest on the Warrants and does not apply such money (and investment earnings thereon), when and as required by the Warrants and this Ordinance, to the payment of the principal of, premium (if any) and interest on the Warrants when due and payable in each Fiscal Year in amounts sufficient for such purposes.

**ARTICLE 14**

**Authorization of Validation**

(a) The City desires to determine the authority of the City to issue the Warrants, the validity of this Ordinance and all proceedings had or taken in connection therewith, the validity of the means provided for the payment of the principal of and interest on the Warrants, and the validity of all covenants and provisions contained in this Ordinance, and therefore authorizes and directs Maynard, Cooper & Gale, P.C., as bond counsel, to file a petition in the name of the City in the Circuit Court of Tuscaloosa County, Alabama, against the taxpayers and citizens of the City pursuant to and in accordance with the provisions of Article 17 of Chapter 6 of Title 6 of the Code of Alabama 1975, and in connection therewith to file all certificates, documents, instruments and proceedings, and to take all such actions, as shall be necessary or desirable to effect the judicial validation of the Warrants and this Ordinance.

(b) Any and all actions heretofore taken by officers or employees of the City, or by Maynard, Cooper & Gale, PC, as Bond Counsel, or by the City Attorney, as counsel to the City, in connection with such validation proceedings, are hereby ratified and confirmed.

The foregoing Ordinance is adopted on this 27<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Council President

SEAL

Attest: \_\_\_\_\_  
City Clerk

\* \* \* \* \*

\_\_\_\_\_  
Transmitted to and approved by the Mayor this \_\_\_\_\_ day of September, 2022.

\_\_\_\_\_  
Mayor of the City of Tuscaloosa, Alabama

It was moved by Councilmember \_\_\_\_\_ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the Ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the Ordinance be given. The motion was seconded by Councilmember \_\_\_\_\_ and on roll call was unanimously adopted, those answering aye being:

Ayes:           Kip Tyner, Council President, District Five  
                  Matthew Wilson, District One  
                  Raevan Howard, District Two  
                  Norman Crow, District Three  
                  Lee Busby, District Four  
                  John Faile, District Six  
                  Cassius Lanier, District Seven

Nays:           None

The Council President declared the motion unanimously carried.

After said Ordinance had been discussed and considered in full by the Council, it was moved by Councilmember \_\_\_\_\_ that the Ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilmember \_\_\_\_\_. The question being put as to the adoption of said motion and the final passage and adoption of the Ordinance, the roll was called with the following results:

Ayes:           Kip Tyner, Council President, District Five  
                  Matthew Wilson, District One  
                  Raevan Howard, District Two  
                  Norman Crow, District Three  
                  Lee Busby, District Four  
                  John Faile, District Six  
                  Cassius Lanier, District Seven

Nays:           None

The Council President thereupon declared said motion carried and the Ordinance passed and adopted as introduced and read.



\* \* \* \*

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

**Approval of Minutes and Waiver of Notice**

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the City Council of the City of Tuscaloosa, Alabama recorded in, the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and Ordinance therein.

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

\_\_\_\_\_  
Member of the City Council

SEAL

Attest: \_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**Form of Warrant**

The Warrant has not been registered under the Securities Act of 1933, as amended, in reliance upon applicable exemptions. The City shall transfer this Warrant only upon presentation and surrender hereof by the registered owner of this Warrant (set forth in the Warrant Register of the City therefor) in compliance with the within-referenced Ordinance and applicable federal and state securities laws and subject to all rights and defenses of the City at law or in equity.

**UNITED STATES OF AMERICA  
STATE OF ALABAMA  
CITY OF TUSCALOOSA, ALABAMA  
GENERAL OBLIGATION WARRANT  
SERIES 2022-C**

<b>Registered Owner:</b>	<b>Warrant No.</b>
<b>CEDE &amp; CO.</b>	<b>R-__</b>

<b>Dated Date:</b>	<b>Principal Amount:</b>	<b>Interest Rate per annum:</b>	<b>Stated Interest Payment Dates:</b>	<b>Maturity Date:</b>	<b>CUSIP:</b>
_____, 2022	\$ _____	_____ %	April 1 and October 1	October 1, 20__	900577

**Authorization of Indebtedness and Payment**

The City of Tuscaloosa, a municipal corporation under the laws of the State of Alabama (the “City”), for value received, hereby acknowledges itself indebted to the Registered Owner, or registered assigns, in the Principal Amount of \_\_\_\_\_ Dollars and hereby orders and directs the Chief Financial Officer of the City to pay to the Registered Owner of this Warrant, through Regions Bank (and successors) as Paying Agent, as provided in the within Ordinance (i) the Principal Amount on the Maturity Date, subject to redemption (in whole or in part) in advance of maturity, and (ii) the interest accrued on the Principal Amount at the Interest Rate, computed from the Dated Date as provided in the Ordinance, on the Stated Interest Payment Dates and on each date fixed for redemption (in whole or in part) of this Warrant.

**Ordinance**

This Warrant is one of the General Obligation Warrants, Series 2022-C (the “Warrants”) issued by the City pursuant to the Constitution and laws of the State of Alabama and an Ordinance and related proceedings of the City (the “Ordinance”). The Ordinance is held by the Paying Agent and constitutes a contractual agreement binding upon the City and the registered owners of the Warrants under the laws of the State of Alabama for the payment of, and security for, the Warrants; the registration, transfer, exchange and replacement of the Warrants; the redemption in advance of maturity of the Warrants; the defeasance of the Warrants; the rights and duties of the City and the Paying Agent; and the enforcement of the Ordinance.

**Redemption**

(a) The Warrants with stated maturities on October 1, 20\_\_ and thereafter are subject to prior redemption, at the option of the City, in whole or in part in multiples of an Authorized Denomination, on \_\_\_\_\_ 1, 20\_\_ or on any Business Day thereafter, in such principal amounts and in such order of maturities as the City shall specify and by lot within a maturity, at a redemption price for each Warrant (or principal portion thereof) redeemed equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The Warrants having stated maturities on October 1, 20\_\_ are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on October 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
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**Estoppel**

The City recites, certifies and declares that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the authorization, execution, registration and issuance of this Warrant and the adoption of the Ordinance, have happened, do exist and have been performed in due time, form and manner as so required by law, and that the above Principal Amount of this Warrant, together with all other indebtedness of the City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

**Testimonium**

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its name and on its behalf by the Mayor of the City, has caused its corporate seal to be affixed hereto and the same attested by the City Clerk of the City, and has caused this Warrant to be dated the Dated Date.

**CITY OF TUSCALOOSA, ALABAMA**

By: \_\_\_\_\_  
Mayor

SEAL

Attest: \_\_\_\_\_  
City Clerk

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**REGISTRATION CERTIFICATE**

The undersigned certifies that this Warrant has been duly registered as a claim against the City of Tuscaloosa, in the State of Alabama, and the Warrant Fund established under the Ordinance referenced herein.

\_\_\_\_\_  
Chief Financial Officer of the City of Tuscaloosa, Alabama

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**AUTHENTICATION AND REGISTRATION DATE:** \_\_\_\_\_, **2022**

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Warrant is hereby authenticated and has been registered by the City of Tuscaloosa, Alabama on the Warrant Register thereof maintained with the Paying Agent in the name of the above Registered Owner on the Authentication and Registration Date noted above.

**REGIONS BANK**

By \_\_\_\_\_  
Its Authorized Officer

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**VALIDATION CERTIFICATE**

Validated and confirmed by judgment of the Circuit Court of Tuscaloosa County, State of Alabama,  
entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*/s/* \_\_\_\_\_  
Clerk of the Circuit Court of Tuscaloosa County,  
Alabama

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**ASSIGNMENT**

For value received \_\_\_\_\_ hereby sell(s), assign(s), and transfer(s) unto \_\_\_\_\_ the within Warrant and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Paying Agent.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:\*

\_\_\_\_\_  
(Bank, Trust Company or Firm)

By \_\_\_\_\_  
(Authorized Officer)

\* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

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**Notice By Securities Depository**

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Ordinance referenced in the within Warrant), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Ordinance referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

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**EXHIBIT B**

**Proceeds Fund Requisition**

**Proceeds Fund Requisition**

To: Regions Bank

Re: Proceeds Fund under Ordinance No. \_\_\_\_\_ of the City of Tuscaloosa, Alabama

Date: \_\_\_\_\_, 20\_\_

Req. No. \_\_\_\_\_

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1. Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the above Ordinance.
2. This Requisition is delivered to you for the payment from the Proceeds Fund of the amount(s) to the Person(s) for the Authorized Purpose Costs set forth below or attached hereto:

(a) Amount: \_\_\_\_\_

(b) Payee: \_\_\_\_\_

(c) Authorized Purpose Costs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The City represents that this Requisition is delivered pursuant to the above Ordinance by an Authorized City Representative for purposes for which the Net Warrant Proceeds are authorized to be expended under the Ordinance.

**CITY OF TUSCALOOSA, ALABAMA**

By \_\_\_\_\_

Its \_\_\_\_\_

FUNDING REQUIRED:  Yes  No

Debt Trust Fund  
TCRC Funding Agreement

By: Carly Handberg  
Chief Financial Officer

COUNCIL ACTION

Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Unanimous \_\_\_\_\_  
Failed \_\_\_\_\_  
Tabled \_\_\_\_\_  
Amended \_\_\_\_\_  
Comments: \_\_\_\_\_

RESOLUTION

RESOLUTION AUTHORIZING PAYMENT OF BILLS

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA, ALABAMA, as follows:

That the Chief Financial Officer be, and he is hereby, authorized to draw vouchers on municipal funds in the amounts shown, payable to the identified individuals/organizations for the purposes stated, and the Mayor and City Clerk are authorized to sign said vouchers:

Tuscaloosa Parking and Transit Authority <i>50% Game Day Shuttle Reimbursement</i>	\$5,536.96
Nakalia Dixon <i>Rivermarket Event Refund</i>	\$706.10
Courtney Duff Rivermarket Event Refund	\$661.08
Willie L. Toeran <i>Building Permit Refund</i>	\$521.50
 <u>Travel and Training Settlements</u>	
Ethan Hicks (Ed Love Plant) <i>WEFTEC Conference Booking Charge; New Orleans, LA</i>	\$51.45
Chief B. Blankley (TPD) <i>NYPD Seminar registration, lodging, meal reimbursement; New York, NY</i>	\$620.00
Ryon Clark (TFR) <i>National Registry of EMT Application Fee; Meridian, MS</i>	\$98.00

TOTAL: \$8,195.09  
Prepared: City Clerk  
Requested: Accounting & Finance  
Agenda: 09/27/2022

Copies of bill documentation are on file in the Office of the  
City Clerk and are available for review upon request.